

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

VICTOR YOHEY, CHRIS TILLISCH,
individually and on behalf of themselves
and all other similarly situated,

Plaintiffs

v.

STOREY COUNTY FIRE PROTECTION
DISTRICT,

Defendant

CASE NO.: 3:20-cv-00037-RCJ-WGC

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AND PROVISIONAL CERTIFICATION OF THE
COLLECTIVE CLASS**

This a collective action under the Federal Labor Standards Act ("FLSA") wherein the Plaintiffs, VICTOR YOHEY and CHRIS TILLISCH, individually and on behalf of themselves and all others similarly situated, claim that the Defendant STOREY COUNTY FIRE PROTECTION DISTRICT did not pay class members the full amount of compensation required by the FLSA during the period from June 30, 2015, to June 30, 2017. The parties have entered into a stipulation and settlement agreement to resolve this claim, and on September 23, 2020, Plaintiffs, by and through their counsel, filed their Motion for Preliminary Approval of Settlement and Provisional Certification of the Collective Class ("the Motion"). Dckt 11. On October 7, 2020, Defendant, by and through

1 its counsel, filed its Statement of Non-Opposition to the Motion. Dcket 12. The Motion was
2 supported by the Joint Stipulation to Collective Action Settlement and Release (“the Stipulation”)
3 (Ex. A to the Motion), the Notice of FLSA Collective Action Settlement and Release (“the Class
4 Notice”) (Ex. B to the Motion), and the Opt-In Form (page 11 of Ex. B to the Motion), as well as a
5 Declaration of Plaintiffs’ Counsel (“Class Counsel”) (Ex. C. to the Motion).

6 Having reviewed the Motion, the arguments contained therein and the supporting exhibits
7 and declaration, and good cause appearing therefore, the Court grants the unopposed Motion in full.
8 The Stipulation provides that the settlement class is composed of all current and former employees
9 employed by Defendant between June 30, 2015, and June 30, 2017, and who were subject to the
10 payment practices contained within the 2014-2017 Collective Bargaining Agreement. The named
11 plaintiffs are fire fighters, currently employed by the Defendant who were also employed during the
12 relevant time period of June 30, 2015, to June 30, 2017, and were subject to the pay practices of the
13 Defendant during that period. The Stipulation provides that each class member will receive a
14 settlement amount in the amount allegedly owed to him or her according to the applicable legal
15 theories, based on the relevant time and payroll records, as determined by an agreed upon neutral
16 third-party expert. The Stipulation also provides that the amounts for administrative expenses and
17 for Class Counsel’s attorneys’ fees and costs are added on top of the amounts calculated by the third-
18 party expert and will not cause the settling class members’ allocations to be reduced. The Stipulation,
19 along with the Class Notice and Opt-In Form, attached thereto, provide a straightforward and fair
20 process for notifying class members of the settlement and their options of (1) declining to opt-in; (2)
21 opting-in to receive a settlement payment; or (3) opting-in and objecting. The Plaintiffs and the
22 Defendant are represented by counsel. Therefore, the Court finds that the terms and conditions set
23 forth in the Stipulation were the result of good faith, arms’ length settlement negotiations, with the
24 assistance of an agreed upon neutral third-party expert, and provide a fair and reasonable resolution
25 to the matter.

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1 IT IS THEREFORE ORDERED AND DECREED THAT:

2 1. The Joint Stipulation to Collective Action Settlement and Release (“the Stipulation”) is
3 preliminarily approved as fair, reasonable, and adequate to the collective;

4 2. The settlement class is provisionally certified under the FLSA pursuant to 29 U.S.C. §
5 216(b) for settlement purposes;

6 3. The Class Notice described in Section V of the Stipulation is approved;

7 4. Phoenix Class Action Administration Solutions is appointed as the settlement
8 administrator.

9 5. The Parties are directed to comply with the duties and the deadlines set forth in the
10 Stipulation and specifically:

11 (a) Defendant shall distribute the Class Notice with the Opt-In form within twenty-
12 one (21) days and pursuant to the manner set forth in Article V of the Stipulation;

13 (b) The Acceptance Period is sixty (60) days from the date of the initial mailing of
14 the Class Notice;

15 (c) Plaintiffs’ counsel shall file the motion for attorneys’ fees and costs not less than
16 twenty-one (21) days prior to the deadline for class members to object to the Stipulation.

17 (d) Plaintiffs shall file their Motion for Final Approval of the Settlement within forty-
18 five (45) days after the close of the Acceptance period;

19 6. The Final Approval Hearing date is set for the 19th day of April, 2021 at 10:00 A.M.,
20 before Judge Robert C. Jones; and

21 7. All other proceedings pending final approval are stayed.

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23 IT IS SO ORDERED.

24 DATED this 1st day of December, 2020.

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26 
27 THE HONORABLE ROBERT C. JONES
28 UNITED STATES DISTRICT JUDGE